

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO INITIATE THE TRANSFER OF FUNDS TO ELIMINATE THE RESPECTIVE 2018 CITY OF JOHNSTOWN OPERATING BUDGET DEFICIT BALANCES, AND MORE SPECIFICALLY, BUDGET EXHIBIT (A) AS ATTACHED HEREIN:

ADOPTED:

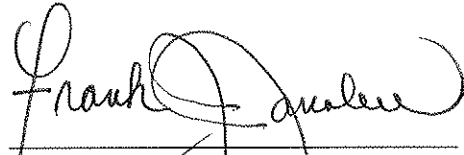
August 14, 2019

By the following vote:

Yeas: Mr. Britt, Mayor Janakovic, Mrs. Mock, Mr. Vitovich. (4)

Nays: Rev King. (1)

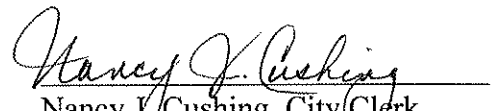
Not present: Mrs. Stanton, Mr. Williams. (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTET:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10198** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

12/31/2018 End of Year -- Resolution						Adjusted
Fund	Fund Dept.	Line Item	Transfer to Line Item	Transfer from Line Item	Amount	Budget Balance
General	Non-Dept.	Prof Services	01,405,31,049.00	01,401,19,009.00	31,500	-17,788
General	Non-Dept.	Prof Services	01,405,31,049.00	01,403,43,114.00	17,788	0
General	Emerg Mgt.	Telephone	01,415,32,012.00	01,412,46,066.00	100	13
General	PW - Bldgs/Gr	Electric	01,441,36,080.00	01,400,34,013.00	3,100	6
General	PW - Bldgs/Gr	Other Prop Maintenance	01,441,37,073.00	01,401,14,000.00	4,800	32
General	PW - Bldgs/Gr	Equip Maintenance	01,441,37,109.00	01,401,19,002.00	3,100	23
General	Comm Devel	Salaries & Wages	01,460,14,000.00	01,402,19,417.00	13,000	143
General	Comm Devel	Workers Comp	01,460,19,003.00	01,458,36,080.00	8	0
General	Comm Devel	Dental Insurance	01,460,19,006.00	01,458,36,077.00	400	23
General	Comm Devel	FICA	01,460,19,007.00	01,458,19,003.00	400	6
General	Comm Devel	Prof Services	01,460,31,000.00	01,402,14,000.00	11,500	-22,290
General	Comm Devel	Prof Services	01,460,31,000.00	01,402,19,009.00	11,500	-10,790
General	Comm Devel	Prof Services	01,460,31,000.00	01,402,21,014.00	8,000	-2,790
General	Comm Devel	Prof Services	01,460,31,000.00	01,402,23,000.00	3,000	210
General	Comm Devel	Rep/Maint Services	01,460,37,072.00	01,458,28,016.00	305	1
General	Comm Devel	Equip Lease	01,460,74,029.00	01,458,18,027.00	734	0
General	Transfer To	Pension	01,492,40,000.00	01,489,11,135.00	212,000	512
Sewer	Sanitation	Non-Eligible related Paving	24,431,02,341.01	24,429,31,4174.00	23,598	0

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EXECUTE AN AGREEMENT WITH GIBSON THOMAS ENGINEERING TO PROVIDE SPECIAL ENGINEERING SERVICES TO THE CITY OF JOHNSTOWN AS REQUIRED EFFECTIVE JUNE 12, 2019

WHEREAS, the City of Johnstown has requested a search for and request for proposals for Special Engineering Services; and

WHEREAS, said search has resulted in recommendation by City Manager for Special Engineering Services; and

WHEREAS, the City of Johnstown wishes to appoint Gibson Thomas Engineering for Special Engineering Services for the City in order to ensure Professional Engineering services for matters as the City requires from time to time.; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown hereby appoints Gibson Thomas Engineering to provide special engineering services as required, effective June 12, 2019.

ADOPTED: August 14, 2019

By the following Vote:

Yeas: Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock (4)

Nays: Mr. Vitovich. (1)

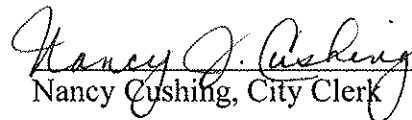
Not Present: Mrs. Stanton, Mr. Williams. (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10199** as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy Cushing, City Clerk

ENGINEERING AGREEMENT

CITY OF JOHNSTOWN

CITY CONSULTING ENGINEER

THIS AGREEMENT made with an effective date of this ____ day of _____ 2019, by and between the City of Johnstown, a municipal corporation having as its principal address 401 Main Street, Johnstown, PA 15901, (hereafter "CITY"),

AND

GIBSON-THOMAS ENGINEERING CO., INC., a Pennsylvania corporation, having as its principal address, 1004 Ligonier Street, Latrobe, PA, 15650, (hereafter "ENGINEER").

WHEREAS CITY desires to employ the ENGINEER for the purposes and the considerations set forth below, and the ENGINEER desires to accept such employment on said terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, CITY and ENGINEER do hereby agree as follows:

I. SURVEY, PLANNING, PERMITTING, PRELIMINARY DESIGN AND FINAL DESIGN – NOT APPLICABLE TO THIS CONTRACT

II. INSPECTION / CONSTRUCTION MANAGEMENT

ENGINEER shall provide contract administration, resident construction inspection, and start-up services during the construction phase of the SERVICES.

2.01 The ENGINEER will render to the CITY for such services, an invoice once each month, for compensation for such services performed hereunder during such period. The cost of these services are an estimated amount and are listed herein. In the event the scope or quantity of services are less or greater than anticipated, the parties shall by written agreement as set forth in Section 6.05 alter the anticipated services and corresponding remuneration using the attached rate schedule, using the rates relative to the category used to supply services. Inspection of laterals are additional services and will be compensated at the hourly rate of the inspector using the attached rate schedule. The resident construction inspectors shall maintain a daily diary to record all activities related to the SERVICES including but not limited to observing the contractors work, weather, work progress and problems or potential problems, to be reported to the ENGINEER.

<u>Project</u>	<u>Inspection</u>
Kernville	\$95,000
Fairfield Ave.	\$195,000
Old Conemaugh	\$293,000
Business District	\$293,000
Miscellaneous	\$225,000

III. GENERAL

- 3.01 All services resulting from significant changes in the general scope of SERVICES or its design, whether more or less, including but not limited to, changes in size, complexity, CONTRACTORS' schedules, character of construction and the revision of previously accepted studies, reports, design documents or the CONTRACT DOCUMENTS that are due to causes beyond ENGINEER'S reasonable control shall be considered in determining remuneration due ENGINEER using the attached rate schedule, using the rates relative to the category used to supply services.

IV. CITY'S RESPONSIBILITIES

CITY shall:

- 4.01 Provide ENGINEER with full information as to its requirements for SERVICES that it has in its possession.
- 4.02 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain the advice of legal counsel, insurance counselor and such other consultants as it deems appropriate for such examination and render any decisions which are required by it and pertaining thereto, in writing, to ENGINEER, all within a reasonable time.
- 4.03 Give prompt written notice to ENGINEER if CITY observes or otherwise becomes aware of any defect in the work being done on projects.
- 4.04 Be responsible for all costs incidental to compliance by CITY with the requirements of this Section.

V. COMPENSATION OF ENGINEER

- 5.04 CITY shall pay ENGINEER for services rendered to comply with Section 2, above as services are completed and billed at the percentage completed.

VI. GENERAL CONDITIONS

6.01 Non-Discrimination

ENGINEER shall not discriminate against any employee, agent, or other person in its performance of this Agreement because of race, color, sex, religious creed, ancestry, age or national origin and CITY shall have the right to terminate this Agreement upon receipt of evidence of such discrimination.

6.02 Insurance

ENGINEER shall maintain all such policies of insurance as are necessary and as approved by CITY to protect CITY from any claims under the Workers' Compensation Act, Occupational Disease Act as well as all claims for property damage, bodily injury and/or death made by any third persons, any of which may arise as a result of its performance under this Agreement, and to furnish proof of such insurance to CITY upon request. The CITY shall be named as an additional insured on ENGINEER'S policies of insurance.

6.03 Arbitration

In the event of any dispute between ENGINEER and CITY arising out of this Agreement, the scope of services, the type of work, the compensation due or any other issue hereunder, such dispute shall be arbitrated in accordance with the Pennsylvania Uniform Arbitration Act Subchapter B. The locale of any hearing shall be in Greensburg, Pennsylvania.

6.04 Termination of Engineer for Cause

Should the ENGINEER fail to fulfill its obligations under this Agreement in a timely and proper manner or should it violate any of the covenants, terms, conditions or stipulations of this Agreement, CITY shall have the right to terminate this Agreement by giving ENGINEER 10 days written notice of such termination prior to its effective date. In the event of such termination, all finished or unfinished documents, data, studies, reports and all other material prepared by ENGINEER under this AGREEMENT shall be delivered to CITY and become its property, ENGINEER to be entitled to receive fair and equitable compensation for its work in creating same.

6.05 Changes

ENGINEER and CITY may, from time to time, request changes in the scope of the services of ENGINEER which are to be performed under this Agreement. Such changes, including increases or decreases in the amount of ENGINEER's compensation shall, following the mutual agreement of CITY and ENGINEER, be written and incorporated, by amendment, into and made part of this Agreement.

6.06 Compliance with Applicable Laws

ENGINEER shall comply with all applicable laws, ordinances and the codes of the Federal, state and local governments and shall commit no trespass on any public or private property in performance of any of its work required under this Agreement.

6.07 It is understood and agreed that ENGINEER is an independent contractor and it shall not, under any circumstances, be considered as an agent or employee of CITY and shall have no power or CITY to bind the CITY except to the extent expressly stated herein.

VII. ADDITIONAL SERVICES AS NEEDED – NOT APPLICABLE TO THIS CONTRACT

IN WITNESS WHEREOF, and intended to be legally bound hereby, the parties hereto have executed this Agreement, each as of the date set forth opposite their respective signatures.

(SEAL)

CITY OF JOHNSTOWN

George Hayfield 9/19/19
George Hayfield, City Manager Date

ATTEST:

Nancy J. Casheng
9-19-19
Date

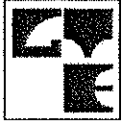
(SEAL)

GIBSON-THOMAS ENGINEERING CO., INC.

Edward F. Schmitt – Partner Date

ATTEST:

Date



Gibson-Thomas ENGINEERING

Corporate Office
1004 Ligonier St., PO Box 85
Latrobe, PA 15650
Phone: 724-539-8562
Fax: 724-539-3697
GTECorporate@gibson-thomas.com

2019 - FEES AND SCHEDULE OF CHARGES

- Design Work** - Billed on a lump sum, percentage of construction costs where applicable; or in the case of United States Environmental Protection Agency projects, Pennsylvania Department of Transportation, Pennsylvania Turnpike Commission, or other federal or state projects, work is billed on a fixed fee based on the estimated manhours for work multiplied by a multiplier for overhead and profit.
- Lump-Sum Per Diem Rates & Miscellaneous Work** - Billed for actual time expended based on personnel used.

	<u>Billing Rate Per Hour</u>
Principal Engineer	\$125.00
Project Manager	\$95.00 - \$115.00
Senior Project Engineer	\$85.00 - \$95.00
Project Engineer	\$60.00 - \$85.00
Permits Manager	\$95.00
Structural Engineer	\$120.00
Environmental Scientist	\$95.00
Senior Environmental Technician	\$85.00
Environmental Technician	\$60.00 - \$80.00
Senior Designer	\$85.00
Project Coordinator	\$60.00 - \$80.00
Designer I	\$75.00
Designer II	\$70.00
Designer III	\$60.00
GIS Manager	\$85.00
GIS Technician	\$80.00
GIS 2-Man Crew	\$150.00
GIS 3-Man Crew	\$225.00
Construction Manager	\$85.00
Inspector I	\$75.00
Inspector II	\$55.00 - \$75.00
Inspector III	\$50.00 - \$60.00
Inspector IV	\$45.00 - \$50.00
Developer Inspector	\$75.00
2-Man Survey Crew	\$117.00
3-Man Survey Crew	\$150.00
Contract Administrator	\$83.00
Secretary / Clerical	\$47.00
3rd Party Stormwater Review	\$100.00 - \$135.00
3rd Party Road Bonding	\$100.00 - \$135.00

- Associate Work, No Charge** - Work done is invoiced to Gibson-Thomas Engineering Co., Inc. Client is billed invoiced amount. Examples are specialized consultants, geological borings, art renderings, etc.
- Mileage** - Mileage is to be charged at the presently published IRS standard rate.

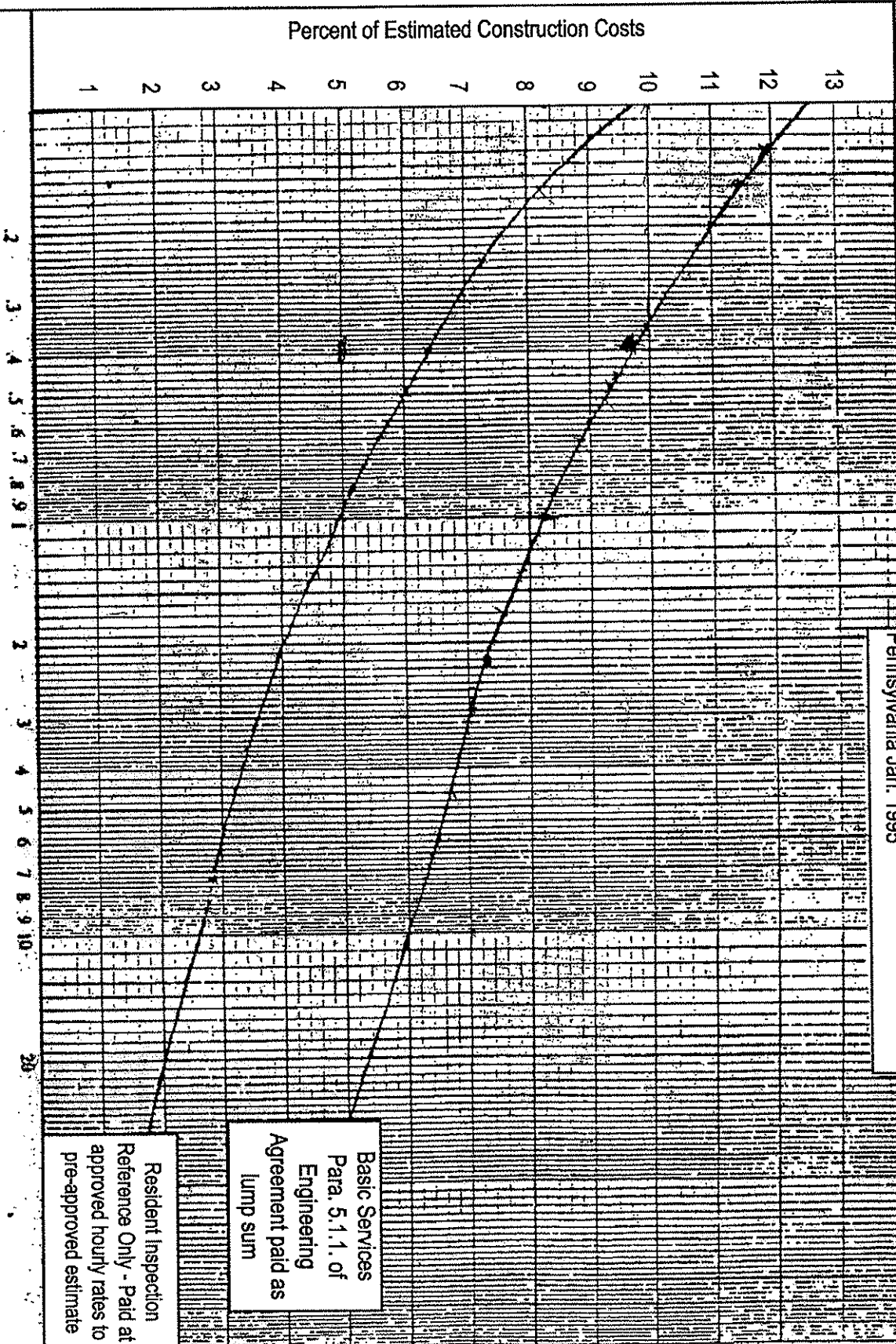
Please note: All work is subject to written authorization prior to initiation.

ESTABLISHED 1916

Fayette	Harrisburg	Indiana	Pittsburgh	Ft. Myers	Richmond
724-323-8020	717-612-9880	724-471-2246	724-935-8188	239-776-2908	804-672-4421

ENGINEERING FEE GUIDELINE

Pennsylvania Jan. 1995



Basic Services
Para. 5.1.1. of
Engineering
Agreement paid as
lump sum

Resident Inspection
Reference Only - Paid at
approved hourly rates to
pre-approved estimate

Total Construction Estimate in Millions - No Contingency

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10200

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, ADOPTING A CITY OF JOHNSTOWN BANNER.

WHEREAS, the City of Johnstown has asked the community for assistance in developing design ideas for a city flag or city banner using meaningful symbolism.

WHEREAS, with the help of the community group You and Flood City and the community at large a design creation effort produced 38 proposals from which three were chosen and submitted to City Council for consideration.

WHEREAS, Council wishes to adopt as a city banner the design as presented by Jill Skowron-Gontkovic

WHEREAS, this banner design is as presented herein. The green represents the hills, trails, and outdoor recreation of Johnstown. The blue representing the rivers and water recreation. The three arches for the 3 major floods and the three rivers Stoney Creek, Conemaugh, and Little Conemaugh. The arches make up the stone bridge, a major landmark and symbol of Johnstown. The three yellow stars represent Iron, Coal, and Steel which are central to the City of Johnstown.

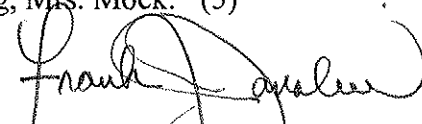
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the City of Johnstown hereby adopts this design as a City Banner, effective immediately.

ADOPTED: August 14, 2019

By the following Vote:

Yeas: Mr. Vitovich, Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock. (5)

Nays: Mr. Williams, Mrs. Stanton. (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10200 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy Cushing, City Clerk

